

GENERAL TERMS AND CONDITIONS

A Counterparty who is proposing to enter into, or is entering into, any form of business undertaking with Leonardo Australia Pty Ltd (Leonardo Australia) is expected to comply with these General Terms and Conditions, subject to any specific terms and conditions agreed between the Parties.

Definitions

Intellectual Property (IP) Rights means all patents, patent applications, trademarks, service marks, designs, copyright, business names, trade secrets, know-how and other intellectual property rights and interests (in each case whether registered under any statute or not) but excludes any Background IP.

Background IP means any pre-existing intellectual property, materials, know-how, tools, software, code libraries, frameworks, processes, documentation, training materials, templates, designs, methodologies, or other works created, owned, or developed by a Counterparty prior to, or independently of, its business undertaking with Leonardo Australia.

Counterparty means any third Counterparty or any third Counterparty representative, to Leonardo Australia as any and all existing or potential (not limited to) inter alia customer, vendor, supplier, client, contractor, subcontractor, broker, Leonardo International S.p.A.'s subsidiary or entity under law, joint venture, co-operative, charitable institution, sponsored Counterparty, government or public sector body, agent, landlord or natural person involved in any form of business undertaking with Leonardo Australia and its associated subsidiaries.

GST has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), as amended from time to time.

Leonardo Australia means Leonardo Australia Pty Ltd (ABN 48 123 930 343) a wholly owned subsidiary of Leonardo International S.p.A., an Italian corporation.

Parties means Leonardo Australia and a Counterparty collectively (including third parties connected to the Counterparty and/or Leonardo Australia Pty Ltd) or the entities involved in a transaction, undertaking or engagement of any kind.

Personal Information has the meaning given to it in the *Privacy Act 1988* (Cth) and all relevant regulations, as amended from time to time.

PPSA means the *Personal Property Securities Act 2009* (Cth) and regulations made under that Act.

Confidentiality

Each Counterparty shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, or initiatives which are of a confidential nature and have been disclosed to it by Leonardo Australia, its employees, agents or subcontractors, and any other confidential information concerning Leonardo Australia's business, its products, and services which a Counterparty may obtain. A Counterparty shall only disclose such confidential information to that of its employees, agents and subcontractors who need to know it and shall ensure that such employees, agents, and subcontractors comply with the same confidentiality obligations. A Counterparty may only disclose such of Leonardo Australia's confidential information as is required to be disclosed by law, or as is required to be disclosed to any governmental or regulatory authority or by a court of competent jurisdiction, provided that:

- i the Counterparty notifies Leonardo Australia in writing in advance of any such disclosure where it is lawful to do so; and
- ii on the condition that the Counterparty will not release any information to any such third Counterparty unless it receives a prior written undertaking that any information released will be treated as 'in confidence' or 'confidential'.

A Counterparty shall immediately return all confidential information to Leonardo Australia on request. A Counterparty shall not publicise or otherwise disclose, any information or commercial content relating to or in connection with Leonardo Australia to another Counterparty, without the prior written approval of Leonardo Australia.

Privacy and Personal Data

Personal Information obtained by a Counterparty is only to be used or disclosed for its intended purpose and subject to any applicable exceptions in the *Privacy Act 1988* (Cth). A Counterparty will comply with its obligations under the *Privacy Act 1988* (Cth) and not engage in acts or practices which would be a breach of the Australian Privacy Principles or any applicable privacy laws. A Counterparty shall notify Leonardo Australia if it becomes aware of breach or possible breach of any of the obligations contained, or referred to, whether by the Counterparty, the Counterparty's employees, officers, representatives, agents and subcontractors or any other person to whom the Personal Information has been disclosed. In relation to Personal Information held by a Counterparty, where the Counterparty becomes aware that a disclosure of such Personal Information may be required by law or it is approached by the Australian Information Commissioner, the Counterparty will immediately advise Leonardo Australia. A Counterparty shall ensure this requirement is extended to its employees, officers, representatives, agents and subcontractors who deal with Personal Information.

Ethical Business Conduct and Anti-Bribery Compliance

A Counterparty shall comply with Leonardo Australia's Codes of Ethics, Anti-corruption Code and Organisation, Management and Control Model in force and updated from time to time. The Leonardo Australia's Code of Ethics can be found at <https://www.leonardo.com/en/global/australia>. The Anti-corruption Code and Organisation, Management and Control Model can be found on <https://www.leonardo.com/en/investors/ethics-compliance/anti-corruption-code>. A Counterparty will comply with all policies and applicable laws, statutes and regulations relating to anti-bribery and anti-corruption as amended from time to time and Leonardo International S.p.A.'s Anti-corruption Code which can be found at <https://www.leonardo.com/en/investors/ethics-compliance/anti-corruption-code> and will not engage in any activity, practice or conduct which would constitute an offence. A Counterparty must promptly report to Leonardo Australia any request or demand for any undue financial or other advantage of any kind received by the Counterparty in connection with Leonardo Australia, Leonardo International S.p.A. and/or its affiliates, known or otherwise. Leonardo Australia shall be entitled to suspend its business undertakings or arrangements with a Counterparty where it reasonably suspects a breach of any policies, applicable laws, statutes or regulations relating to anti-bribery and anti-corruption, until the matter is resolved to Leonardo Australia's satisfaction. Each Counterparty must declare that it has thorough knowledge of and has agreed to comply with these codes and policies.

Trade Compliance

A Counterparty will reasonably cooperate with any reasonable due diligence required by Leonardo Australia in connection with the transactions contemplated including, without limitation, providing information and making documents and senior corporate officers available, during normal business hours and at principal offices, where Leonardo Australia may reasonably request from time to time, and which will remain confidential and only be used for its intended purpose. Due diligence checks performed by Leonardo Australia, may involve third-Counterparty organisations, where the manner and scope of their engagement, may or may not be disclosed, and the outcomes of due diligence assessments performed, may or may not be disclosed. Leonardo Australia reserves full rights for termination of any undertaking under this requirement, should a Counterparty not meet or be congruent with the published standards and expectations of Leonardo Australia. Leonardo Australia reserves the right to choose with whom it enters into any business dealings with, based on Leonardo Australia's requirements and expectations, which may or may not be based on law, and which may or may not be disclosed, or disclosed for the purposes of response or right of reply from the Counterparty in question.

Warranty

Each Counterparty warrants that any undertaking by the Counterparty shall be performed and/or delivered in a proper and professional manner and in compliance with all reasonable directions of Leonardo Australia and, any applicable standards to which the Counterparty's personnel are made aware.

Insurance

Each Counterparty shall maintain in force, with a reputable insurance company, the required insurances as may be required by Leonardo Australia, including but not limited to public liability insurance, product liability and/or general cover insurance, cyber insurance (as applicable) and workers compensation insurance, for an amount suitable to cover any liabilities within the relevant State or Territory. On Leonardo Australia's request, a Counterparty will produce the current insurance certificate/s as proof of insurance(s).

Title and Ownership

In the case of supply of products by a Counterparty to Leonardo Australia, the Counterparty warrants it has full, clear, and unencumbered title to the products, and has full and unrestricted rights to sell and transfer all such products to Leonardo Australia and Leonardo Australia's onward supply to (and use by) third parties.

Personal Property Security Registration

A Counterparty to whom Leonardo Australia supplies any products and/or services must enter into a security agreement with Leonardo Australia and do all things necessary to enable the Leonardo Australia to register and perfect its security interest under the PPSA in respect of the products and any proceeds.

Intellectual Property Rights

Each Counterparty assigns to Leonardo Australia absolutely and beneficially the whole of the right, title and interest, including all Intellectual Property Rights in and to (and any goodwill associated with) any works and/or products (as applicable) provided to Leonardo Australia in any transactions with Leonardo Australia, free and clear from any encumbrances. Each Counterparty shall, promptly at Leonardo Australia's request, do (or procure to be done) all such further acts and things, provide or procure any necessary information and/or know-how to Leonardo Australia and execute all such other documents for the purpose of securing for Leonardo Australia's full benefit including without limitation all right,

title and interest in and to the Intellectual Property Rights expected to be assigned to Leonardo Australia. Each Counterparty warrants that no literary or other works (including computer programs, diagrams, flow charts or other work) used, provided or created by a Counterparty or a Counterparty's third Counterparty service providers in the provision of any services or products shall infringe any Intellectual Property Rights (such as copyright and patent), obligation or confidentiality, or other right, property or interest belonging to or benefiting any third-Counterparty.

Conflict of Interest

Each Counterparty must report any perceived or actual conflict of interest to Leonardo Australia immediately. Any perceived or actual conflict of interest reported may be managed by a Counterparty or by a Counterparty with Leonardo Australia jointly. In the case where the Counterparty is managing the perceived or actual conflict of interest jointly with Leonardo Australia, the Counterparty must provide the necessary disclosure to Leonardo Australia immediately, and a management plan for Leonardo Australia's prior written approval.

Export Licences and Consents

Each Counterparty shall obtain, at its own cost, all such export licenses and other consents in connection with any products and/or services as are required from time to time, prior to dispatch of the relevant shipment or provision of the relevant business undertaking (as applicable) and shall promptly provide copies of the same to Leonardo Australia on receipt thereof, together with accurate and complete details of:

- i Authorised third parties (to include the end user) and their role;
- ii Products and/or services, part or item export classification number;
- iii Country of origin;
- iv Country of manufacture;
- v Export licence number; and
- vi Export licence date of issue.

Leonardo Australia may withhold payments until the Counterparty has fully complied with obligations under this condition. Each Counterparty shall provide information necessary for Leonardo Australia to comply with applicable import and export control laws and regulations. Each Counterparty must, in a timely manner provide required documentation to allow any requests to the relevant authority for any export licence as applicable by Leonardo Australia, and provide necessary end-user/end-use declarations via signature of the End User Statement and/or DSP83 forms.

Sanctioned Countries, EAR and ITAR

Each Counterparty shall comply with all applicable export and re-export control laws, executive orders and regulations, including, without limitation, Italian, UK, European Union and United States export administration regulations and shall abide all export and re-export restrictions to the sanctioned countries (including but not limited to Afghanistan, Belarus, Cuba, Iran, North Korea, Russian Federation, Syria and Sudan).

Each Counterparty shall comply with the Export Administration Regulations ("EAR") applicable by the United States Department of Commerce, with the International Traffic in Arms Regulations ("ITAR") applicable by the Department of State and applicable trade and economic sanctions applicable by the Treasury Department's Office of Foreign Assets Control.

A Counterparty shall not re-export to Russia and/or Belarus and shall:

- i not export or re-export, directly or indirectly, to the Russian Federation and /or to Belarus or for use in the Russian Federation and/or Belarus any components or parts or other goods supplied by Leonardo Australia that fall under the scope of *article 12g of Council Regulation (EU) No 833/2014 and article 8 g, par. 1, of Reg. (CE) n. 765/2006*;
- ii do its best efforts to ensure that the purpose of paragraph (i) above is not frustrated by any third parties further down the commercial chain, including by possible resellers;

- Ozone Protection & Synthetic Greenhouse Gas Act 1989 (Cth)
- Work Health and Safety Act 2011 (Cth) and regulations
- Privacy Act 1988 (Cth) (Enhancing Privacy Protection Act 2012)
- Competition and Consumer Act 2010 (Cth)
- Criminal Code Act 1995 (Cth)
- Environment Protection & Biodiversity Conservation Act 1999 (Cth)
- Modern Slavery Act 2018 (Cth)
- Australian Defence Security and Classifications
- AUKUS Treaty Regulations
- LA.CPR.POL.035 Market Abuse Corporate Offences
- LA.CPR.POL.041 LA Allocation & Use of Work Tools Policy
- LA.CPR.POL.034 Anti-Money Laundering and Counter Terrorism
- LA.CPR.POL.029 ICT & Cybersecurity

- iii set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers or subcontractors, that would frustrate the purpose of this requirement;
- iv immediately inform Leonardo Australia of issues relating to paragraphs (i), (ii) or (iii) above including any relevant activities by third parties that could frustrate the purpose of this requirement. A Counterparty shall make available information concerning compliance with the obligations under paragraphs (i), (ii) or (iii) above as soon as possible, but not later than two weeks of the written request of such information; and
- v not trade with Leonardo's "No Trade Countries" and "Countries Human Rights Contravention" available on Leonardo International website, which is updated from time to time.

A violation or breach of the paragraphs above shall constitute a material breach and Leonardo Australia shall be entitled to seek appropriate remedies, including, but not limited to:

- i termination of any existing contract with the Counterparty; and
- ii recover from the Counterparty (or any third Counterparty) all costs, expenses, liabilities and/or claims incurred by Leonardo Australia arising out of or in connection with such breach or termination as a result of such breach.

The Counterparty shall indemnify, defend and hold Leonardo Australia harmless from and against any fines, penalties, liabilities, losses, damages of whatever nature, and additionally any cost and expenses (including, without limitation, reasonable legal fees), from and against any action, suits, proceedings, or claim of any authority or third-Counterparty, arising out or resulting from any failure by the Counterparty to comply with obligations stated above.

Leonardo Regulatory and Governance Framework

During business dealing, the Counterparty shall fully comply with all applicable codes, policies, directions, guidelines and other requirements within the Leonardo Australia's regulatory system and framework, with particular consideration to the following codes, policies, directions and/or guidelines (which may be updated from time to time) within Leonardo Australia's regulatory system and governance framework which must be complied with at all times, including:

- i. Organisational Management and Control Model pursuant to *Legislative Decree 8th June 2001 n. 231 ("Model 231")*
- ii. Leonardo Code of Ethics
- iii. Anticorruption Code of the Leonardo Group (hereinafter collectively referred to as the "Codes")
- iv. Leonardo Group Trade Compliance Program
- v. Whistleblowing Management
- vi. Privacy
- vii. Law 262/05

All of the above codes, policies, directives and/or guidelines are available on the Leonardo public website and the Counterparty must declare its thorough knowledge of, and agreement to comply with these codes, policies, directives and/or guidelines when entering into a business undertaking with Leonardo Australia. Any breach of the principles established in any of the above codes, policies, directives and/or guidelines shall constitute a serious and material breach, whereby Leonardo Australia reserves the right to review all arrangements, following an investigation of the breach and take any required action it deems required, to mitigate the breach. Where Leonardo Australia takes action in relation to such breach, the Counterparty shall hold Leonardo Australia harmless and indemnified from any and all actions or claims brought by any third parties in connection with such breach or unethical behaviour.

Compliance with Applicable Laws, Regulations and Policies

The Counterparty will comply with applicable laws, regulations, policies, standards, and covenants, including but not limited to the following:

- LA.CPR.POL.027 Code of Ethics
- LA.CPR.POL.025 Classification & Processing of Information
- LA.CPR.POL.023 Whistle Blower
- LA.CPR.POL.017 Corporate Travel
- LA.CPR.POL.016 Drugs & Alcohol
- LA.CPR.POL.012 Discipline Corrective Action
- LA.CPR.POL.011 Managing Unacceptable Performance Behaviour
- LA.CPR.POL.006 Anti-Bullying & Harassment
- LA.CPR.POL.005 Anti-Corruption Code Leonardo Group
- LA.CPR.POL.004 Human Rights Respect
- LA.CPR.POL.003 Employee Code of Conduct
- LA.CPR.POL.008 Employee On-Boarding Induction
- LA.CPR.POL.028 Persons & Vehicles Entering & Exiting LA Office

Tax Invoice

The Counterparty will issue a valid tax invoice to Leonardo Australia in accordance with Payment Terms and Price. All invoices must be accompanied by the required substantiating documentation, reasonably requested by Leonardo Australia and sent emailed to the nominated address notified to Counterparty by Leonardo Australia.

A correctly rendered invoice is an invoice which is:

- i in accordance with the price or rates agreed by both parties;
- ii delivered to:
"Accounts Payable"
Leonardo Australia Pty Ltd
leonardoaustralia.accounts.mbx@leonardo.com
- iii a tax invoice where GST is applicable;
- iv inclusive of the purchase order number and agreement number;
- v provides sufficient details, including description and quantities of the deliverables, to allow Leonardo Australia to obtain a clear understanding of the work which has been performed and to which the invoiced amount relates; and
- vi the amount claimed in the invoice is due for payment.

Payment Terms

Unless specified otherwise and pre-authorised by Leonardo Australia, payment terms for all invoices are thirty (30) days from the date of the invoice. All invoices must be sent to leonardoaustralia.accounts.mbx@leonardo.com and additional supporting evidence may be required to support the processing and payment of the invoice. The Counterparty must be registered appropriately for GST and/or relevant tax regulations under the applicable law. Leonardo Australia will not automatically generate remittances and statement of accounts (which will only be provided on written request by the Counterparty). Leonardo Australia does not partially pay any invoices. On this basis, any pricing or invoicing discrepancies must be resolved promptly, prior to any payments being made by Leonardo Australia. All pricing is exclusive of GST (or other taxes) unless otherwise stated. All pricing is assumed as fixed for the term unless otherwise stated, with the exclusion of annual reviews for indexation escalation (where applicable).

Price

The price paid by Leonardo Australia assumes the inclusion of any due taxes, overhead, margins and mark-ups as given in the Price, unless stated otherwise. Leonardo Australia Pty Ltd accepts no liability for charges and liabilities attached to any other relationship other than purchaser of the good and services. Where Leonardo Australia is the seller, all prices are exclusive of GST, with specific exclusions and terms listed as is relevant and applicable to the specific undertaking. Leonardo Australia may adjust the price as necessary and unless otherwise stated in the terms, Leonardo Australia's Price is not fixed.

Subcontracting

The Counterparty is required to seek prior written approval of Leonardo Australia, prior to the engagement of any subcontractor.

Governing Law

The terms of any agreement between the Counterparty and Leonardo Australia will be interpreted under, and governed by the laws of Victoria, Australia except in the case where there is a conflict with international law, in which case international law will apply.

Dispute Resolution

If a dispute arises under, or in connection with, an agreement between the Parties and/or the business undertaking ("Dispute"), a Party claiming that a Dispute has arisen, must give written notice to the other Party specifying the nature of the dispute ("Dispute Notice"). During the fifteen (15) working days, after the Dispute Notice is given ("Initial Period"), each Party must use its best efforts to resolve the Dispute and escalate that Dispute to their senior representatives (Commercial Director Level) for resolution. If the Dispute cannot be resolved within the Initial Period, either Party may thereafter by written notice to the other Party, refer the Dispute to mediation, to a mediator agreed by the Parties. If the Parties cannot agree on a mediator within five (5) working days after the end of the Initial Period, a person nominated by the Resolution Institute, who accepts appointment as a mediator, shall be appointed. The mediator appointed will assist in negotiating a resolution of the Dispute, will conduct the mediation in accordance with the Resolution Institute's Mediation Rules, and may not make a decision that is binding on a Party, unless that Party has so agreed in writing. Each Party must bear its own costs of complying with this condition and the Parties must bear equally the costs of any mediator engaged. The mediation shall terminate in accordance with the Resolution Institute's Mediation Rules. Once the mediation is terminated, either Party will be entitled to issue court proceedings in relation to the matter or matters in Dispute.

Force Majeure

Neither Counterparty shall be in breach or be liable for failure or for any delay in fulfilling any obligations where any such failure or delay in fulfilling any obligation is caused by events, circumstances, or conditions beyond its reasonable control including, without limitation, industrial disputes, strikes, lockouts, riots, epidemics, war, acts of terrorism; governmental regulations, actions or restrictions; earthquake, flood, fire, explosion and/or other natural physical disaster, acts of God; contamination by radio-activity, toxic, explosive or other hazardous properties; nationalisation, confiscation, sequestration or any other analogous event involving the deprivation of property or possession by any governmental or quasi-governmental body or agency, where temporary or permanent. The Counterparty who is affected by a force majeure event must immediately notify the other Counterparty in writing, and make every effort to remedy the cause of non-performance and resume performance as soon as possible. For extended periods of time where obligation cannot be fulfilled, the Parties will jointly agree on an acceptable course of action.

Media and Public

A Counterparty, its officers, employees, subcontractors and third-Counterparty suppliers ("Recipients") must keep information related to, or arising out of any business undertaking with Leonardo Australia, confidential. The Recipients must not publish, or consent to publish, or otherwise disclose to any third persons any confidential information related to, or arising out of the business undertaking with Leonardo Australia, without the prior written consent of Leonardo Australia. Neither a Counterparty nor Leonardo Australia will, without the prior written approval of the other Counterparty:

- i use the other Counterparty's name or logo;
- ii refer to its association with the other Counterparty (unless in the course of performing business undertaking as necessary); or
- iii make any statement concerning the business undertaking in any publication, advertisement, media release or public statement, except to the extent authorised in writing by both parties.

Relationship of Parties

Neither Counterparty shall have (and shall not represent that it has) any power, right or authority to bind the other, or to assume or create any obligation or responsibility, express or implied, on behalf of the other, or in the other's name. Nothing in these terms or any other documents between the parties creates a relationship of employment, a trust, agency or partnership between the parties, and neither Counterparty may make any promise, warranty or representation, or execute any contract or otherwise deal, on behalf of the other Counterparty. Each Counterparty undertakes and agrees it will not (whether by words or conduct) disparage, adversely comment on, call into disrepute or cause negative industry views on the other Counterparty, including their officers and employees. For the avoidance of doubt, this does not prevent a Counterparty (who is negatively affected by the actions of another Counterparty) from seeking any remedy for any negative views, actions, intent or otherwise, caused by the other Counterparty.

No Employment and Agency

A Counterparty shall not represent itself, and shall ensure that its officers, employees, and agents do not represent themselves, as being employees, partners, or agents of Leonardo Australia. A Counterparty, its officers, employees, agents, and subcontractors shall not, by virtue of agreement be, or for any purpose be deemed to be, an employee, partner, or agent of Leonardo Australia. A Counterparty acknowledges those of its specified personnel who are engaged in its business undertaking are not and will not become employees or agents of any third Counterparty or its related corporate bodies as a result of carrying out its obligations. A Counterparty is responsible for all wages, salaries, and other payments for its personnel and for compliance with all applicable statutory requirements regarding its personnel, including (as applicable) superannuation, worker's compensation, group tax, payroll tax, privacy, confidentiality and work health and safety, unless otherwise agreed by the parties in writing.

Cyber Security and Data Breach

In the event of any security or data breach, the Counterparty shall immediately notify Leonardo Australia if it suffers a security breach or if the security of its information systems is breached or compromised in any way (including any unauthorised use). The Counterparty must obtain positive confirmation of the notification to Leonardo Australia. The Counterparty shall regularly provide updates to Leonardo Australia in relation to such breach and do all things possible to remediate and rectify the breach. Where requested by Leonardo Australia, the Counterparty will supply a written report of investigation which will include findings, root cause analysis with the corrective and preventative actions taken by the Counterparty, in relation to the breach.

Environment, Work Health and Safety

A Counterparty must, and must use its best endeavours to procure that any of its officers, employees, agents and subcontractors:

- i complete the required environment, work health and safety inductions prior to the commencement of activities and cooperate to allow Leonardo Australia to comply with all instructions, rules and regulations set out in such induction;
- ii comply with the statutory obligations placed upon the Counterparty and/or any of its officers, employees, agents and subcontractors (as the case may be) under any applicable environment, work health and safety legislation of the Commonwealth or any State or Territory and any applicable regulations made under the relevant legislation;
- iii perform the obligations of the Counterparty and/or the obligations of any of its officers, employees, agents and subcontractors (as the case may be) in such a way that Leonardo Australia and its officers, employees, agents and subcontractors will not be in breach of any applicable environment, work health and safety legislations;
- iv comply with any applicable advisory standards, industry codes of practice and/or Australian Standards;
- v obtain and comply with all necessary permits and licences;
- vi nominate a competent person to be responsible for work health and safety management with full authority to coordinate and implement project specific work health and safety requirements;
- vii immediately assist with a response to incidents reported to ensure required processes are followed;
- viii immediately notify Leonardo Australia prior to making any obligatory or non-obligatory statutory report to a regulator, subject to any limitations imposed by the relevant statute or law;
- ix consult, cooperate and coordinate about environment, work, health and safety matters with Leonardo Australia and other persons conducting a business or undertaking on site which share the same work health and safety duties; and
- x support any reasonable requests made by Leonardo Australia with respect to environment, health and safety.

Quality Standards and Licences

Leonardo Australia maintains a certified quality system. The Counterparty must maintain all necessary quality standards, certified or otherwise. The Counterparty shall notify Leonardo Australia as soon as practicable if there is any change to the quality standards status of the Counterparty, and/or its subcontractors in relation to the services. The Counterparty will promptly notify Leonardo Australia of any violation of or deviation from an approved inspection/quality control system. Leonardo Australia, or through a third Counterparty nominated by Leonardo Australia, may require access to a Counterparty's records and other documents to demonstrate such compliance to the quality system. Non-conforming deliverables will be managed and dealt with by the responsible Counterparty, with the responsible Counterparty obligated to pay any costs associated with such remedy. The Counterparty and that of its officers, employees, agents and subcontractors will ensure and use its best endeavours to procure, all required and valid licences for the period of the business undertaking and will provide evidentiary proof of such licence/s when requested. Where Leonardo Australia engages professional services, the Counterparty shall provide professional, qualified, appropriately experienced expertise and/or service providers to cooperate with any Counterparty, authorised and engaged by Leonardo Australia.

Aviation Licences, Certifications and Competencies

The Counterparty will maintain all required licences, certifications and competencies as are relevant and issued by and through guidance published by the Civil Aviation Safety Authority of Australia, the Civil Aviation Authority of New Zealand, the European Union Aviation Safety Agency (EASA), the Federal Aviation Administration of the United States (FAA) (as the case may be) and/or any other relevant authority. The Counterparty will comply with the Civil Aviation Regulations 1988 (CAR) and Civil Aviation Safety Regulations 1998 (CASR), all applicable rules and requirements issued pursuant to the CAR and/or CASR (as may be modified or updated from time to time) and all applicable rules and requirements issued by the Civil Aviation Safety Authority of Australia, the Civil Aviation Authority of New Zealand, the EASA, the FAA and any other relevant authority (as may be modified or updated from time to time).

Factory Testing and Compliance Certificates

Where applicable, the Counterparty must send all compliance certificates, factory test reports and proof of quality pass checks with the product, as applicable, and must send these records via email to the nominated contact of Leonardo Australia for notices. Where the products are batch tested, the batch number and test certificates will be provided in the same manner. Conformance to relevant standards is not deemed demonstrated, complied with or proved, without such supporting documents and may result in refusal of delivery for acceptance of goods, delay in payments and/or return of goods which are not supported by demonstration of quality, certification or conformance.

Right to Access and Audit

The Counterparty acknowledges and agrees that there may be times when Leonardo Australia will require specific access to obtain, audit or verify certain records. As such, the Counterparty may be required to, including, but not limited to:

- i make available records, systems/platforms, documents, procedures and other documents relevant to allow and enable performance; and
- ii grant any person authorised by Leonardo Australia access to facilities or third Counterparty controlled facilities or such other relevant premises.

Without limiting the generality of this clause, Leonardo Australia or Leonardo Australia's authorised representative, may require access for the purposes of:

- i inspecting material furnished or installed by Leonardo Australia and/or its subcontractors, attending, checking or conducting third Counterparty systems;
- ii viewing and assessing third Counterparty's inventory control, assets data stored or recorded;
- iii performing audit and surveillance activities in relation to quality;
- iv investigating the reasonableness of proposed prices or variation;
- v determining whether and to what extent steps should be taken to register or otherwise protect Leonardo's intellectual property; and
- vi auditing process for management, control and protection of data, and compliance with any obligation.

The granting and provision of such access shall only be used for the intended purpose by which it was requested, and/or required by law.

Execution and Signatories

The Counterparties shall execute and sign any required commercial agreements, instruments and commitments in accordance with the Australian Corporations Act 2001 (Cth) and other applicable laws in Australia.

Consequential Loss and Liquidated Damages

To the maximum extent permitted by law, Leonardo Australia shall not, under any circumstances, be liable (whether in contract, tort, equity, statute or otherwise) for any form of consequential loss and/or liquidated damages (including but not limited to loss or reputation, loss of profit, loss of revenue, loss of goodwill, loss of opportunity, any indirect, incidental, special or consequential damages or loss) however arising, in connection with any undertaking, provided that this clause shall have no operation in relation to any rights or remedies of Leonardo Australia against a third Counterparty.

Limitation of Liability

Leonardo Australia's total liability in any business undertaking with the Counterparty shall not exceed the price paid in connection with the relevant business dealing, whether such liability is based in contract, strict liability, negligence, tort, equity or any other asserted right.

Contemporaneous Terms and Conditions

Depending on the nature of the Counterparty's business undertaking with Leonardo Australia, both parties shall agree to specific terms and conditions relevant to the business undertaking. In all cases and without prejudice to the generality of the foregoing, the applicable Leonardo Australia's terms and conditions and documents will override and take priority and precedence over the Counterparty's or a third Counterparty's terms and conditions provided to Leonardo Australia (whether before, at the time of, or after entering into a business undertaking with Leonardo Australia). The Counterparty's or a third Counterparty's terms and conditions will not apply in whole or in part in any business undertaking.

A quotation or proposal issued by Leonardo Australia will contain additional terms and conditions which will work concurrently with these General Terms and Conditions. The Counterparty must ensure that it complies with the specific terms and conditions and documents applicable to its business undertaking with Leonardo Australia. In the event of any conflict, the Counterparty must seek clarification from Leonardo Australia with respect to the subject matter of the specific business undertaking.

Disclosures

Leonardo Australia expects appropriate disclosure on all relevant matters relating to any business undertaking with a Counterparty (including any matters which could have a negative reputational impact) and Leonardo Australia reserves the right to formally terminate or informally cease business undertakings with a Counterparty as Leonardo Australia deems necessary and appropriate. A Counterparty must disclose all third-Counterparty providers or subcontractors who are not a direct Counterparty to a business undertaking or contract with Leonardo Australia to Leonardo Australia for Leonardo Australia's prior written approval, prior to any engagement of these third-Counterparty providers or subcontractors. Leonardo Australia will only recognise those third parties or subcontractors which have been approved by Leonardo Australia.



Military and Defence and Security Classifications

Leonardo Australia recognises all categorised and marked military use and dual use classifications and data control markers. Any Counterparty acknowledges Leonardo Australia's obligations in this regard, and agrees to cooperate accordingly.

Cessation of Business Undertaking

Leonardo Australia reserves the right to suspend, end or terminate any and all business undertakings as permitted under law and/or interpreted as the right to and/or assigned to under formal and informal agreement, arrangements and commitments, and reserves the right as is legally permitted, to cease any business undertaking without liability to a Counterparty, unless otherwise agreed and authorised.

Severability

If any provision of these General Terms and Conditions are held to be unenforceable or invalid by any court of competent jurisdiction, Leonardo Australia and the Counterparty must negotiate an equitable adjustment of that provision with a view to continued performance of

these General Terms and Conditions insofar as is practicable, and the validity or enforceability of the remaining provisions of these General Terms and Conditions will not be affected. If any provision of these General Terms and Conditions should be held to be invalid in any way or unenforceable, the remaining provisions shall not in any way be affected or impaired, and these General Terms and Conditions shall be construed so as to give effect to the intent of the parties, as they were originally executed.

Business Reputation

The Counterparty acknowledges that it is important for Leonardo Australia to protect its reputation. As such, Leonardo Australia will do all things necessary to protect and preserve its good reputation. In so doing, Leonardo Australia may have to terminate a business relationship or undertaking by lawful means. Leonardo Australia (at its sole discretion) may also take action to mitigate against any direct or indirect negative impacts arising from potential or actual allegations, events or associations, in order to protect and preserve its business's reputation.